an action, if so advised, although we cannot imagine the grounds upon which it is likely to be sustained. However, it you insist upon doing so and send the writ to me, I will accept service and undertake to appear for the defendant."

On receipt of this plaintiff's solicitor commenced the present action against the mother of her husband, relying on the statement made by her solicitor in his letter of 1st February, 1904, that there were policies for $500 and $2,000, both of which were originally and always payable to his mother. It was not until some time in June that it was discovered that the policies had been assigned to Joseph Armstrong, with the consent of the mother, to whom they were originally payable. Thereupon plaintiff applied to defendant's solicitor to be allowed to discontinue without costs. This was refused. The present motion was therefore necessary under Rule 430 (4).

It was strongly argued for defendant that plaintiff's solicitor was in fault in relying on the statements made by the other side. Mr. Denison pointed out that the true facts might easily have been obtained from the insurance companies, and the present mistake thereby avoided. It must be conceded that defendant's solicitor might have declined to give any information and have advised plaintiff's solicitor to have applied elsewhere. This, however, he did not do. On the contrary, the language of his letter of 1st February is clear and unambiguous. There can be only one interpretation of the words that both the policies "were originally and always payable to the mother." After that had been received plaintiff's solicitor wrote to defendant stating that her present solicitor had written that the policies were payable to her. This letter was handed by defendant to her solicitor, as he says, so that he knew that plaintiff's solicitor was relying on a statement made by him, which was incorrect. Whether he knew this to be so or not, does not seem material. He cannot be heard to excuse himself in this way, so as to free his client from the responsibility arising from her erroneous instructions, to which alone his mistake must be attributed. It is to be observed that in this case there is no conflict as to what occurred between the parties. They and their respective solicitors lived in different towns, and, so far as appears, there were no interviews or conversations, about which parties may and often do honestly differ. Here fortunately everything material is in writing, and the result which I have reached is that the plaintiff's